

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
BILLINGS DIVISION

ALYSSA LORENTZ,

Plaintiff,

vs.

GARRISON PROPERTY AND
CASUALTY INSURANCE
COMPANY, a foreign insurer, USAA
CASUALTY INSURANCE
COMPANY, a foreign insurer, AUTO
INJURY SOLUTIONS, INC., a foreign
corporation, and JOHN DOE,

Defendants.

CV 18-82-BLG-SPW-TJC

ORDER

Defendant Garrison Property and Casualty Insurance Company (“Garrison”) has filed an Unopposed Motion to Dismiss Defendant USAA Casualty Insurance Company (“USAA”). (Doc. 8.)

Federal Rule of Civil Procedure 41 governs dismissal of actions. Rule 41(a)(1)(A) states, in relevant part, that “the *plaintiff* may dismiss an action without a court order by filing: (i) a notice of dismissal before the opposing party serves either an answer or a motion for summary judgment; or (ii) a stipulation of dismissal signed by all parties who have appeared. Fed.R.Civ.P. 41(a)(1)(A) (emphasis added). “The plaintiff may dismiss either some or all of the defendants – or some or all of his claims – through a Rule 41(a)(1) notice.” *Concha v.*

London, 62 F.3d 1493, 1506 (9th Cir. 1995). Dismissal pursuant to Rule 41(a)(1) is effective upon filing; no court order is required. *Id.*

Here, USAA has not yet served either an answer or a motion for summary judgment. Therefore, if Plaintiff wishes to dismiss USAA from this action, Plaintiff is directed to file a notice of dismissal in accordance with Rule 41(a)(1)(A)(i), or a stipulation of dismissal pursuant Rule 41(a)(1)(A)(ii).

Accordingly, Garrison's Motion is **DENIED without prejudice** to Plaintiff filing a proper notice or stipulation under Rule 41(a)(1).

IT IS ORDERED.

DATED this 4th day of June, 2018.



TIMOTHY J. CAVAN
United States Magistrate Judge